

DEED B: 58631 P: 00539

04/19/2021 12:43 PM Pgs: 3 Fees: \$25.00

TTax: \$0.00

Tiana P Garner, Clerk of Superior Court

Gwinnett County, GA

PT-61 #: 0672021011515

Sauregui + Lindsey  
244 INVERNESS CONDO BLDG  
Suite 200  
Birmingham, AL 35242

Return To:

Chetna Patel  
3142 Pinecone Ct.  
Lilburn, GA 30047

CROSS INDEX TO BK 48712, PG 0855  
GWINNETT COUNTY, GEORGIA  
RECORDS

STATE OF GEORGIA

COUNTY OF DEKALB

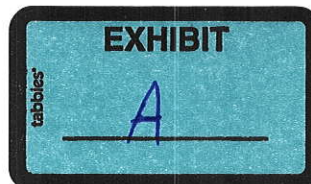
**DEED UNDER POWER**

THIS INDENTURE, made April 6, 2021, by Emmanuel O. Ohai and Luminate Ohai (hereinafter collectively referred to as "Borrower"), acting through this duly appointed attorney in fact, Park Tree Investments 20, LLC, the current lender (hereinafter referred to as "Lender"), as Party of the First Part, and Chetna Patel, as Party of the Second Part:

WITNESSETH:

WHEREAS, Borrower executed and delivered that certain Security Deed given by Emmanuel O. Ohai and Luminate Ohai to Delta Community Credit Union, dated March 6, 2008, recorded in BK 48712, PG 0855, Gwinnett County, Georgia Records, as last transferred to Park Tree Investments 20, LLC by assignment, recorded in BK 55844, PG 0849, Gwinnett County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of Forty-Six Thousand and 00/100 (\$46,000.00);

WHEREAS, default in the payment of the required installments under said Note occurred, and by reason of said default, Lender elected, pursuant to the terms of the Security Deed and Note, and declared the entire principal and interest immediately due and payable; and



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WHEREAS, said entire indebtedness still being in default, Lender on behalf of Borrower, and according to the terms of said Security Deed, did advertise said property for sale once a week for 4 weeks immediately preceding said sale in a newspaper in Gwinnett County, Georgia, wherein the Sheriff carried his advertisements, namely the Gwinnett Daily Post; and

WHEREAS, notice was given in compliance with Georgia Laws 1981, Volume I, Page 834, codified as O.C.G.A. Section 44-14-162.2 and Section 44-14-162.4. The notice so required was rendered by mailing a copy of the Notice of Sale submitted to the publisher to the "Debtor" (as that term is defined in O.C.G.A. Section 44-14-162.1) at least thirty days prior to the foreclosure sale date on April 6, 2021; and

WHEREAS, Lender did expose said property for sale to the highest bidder for cash on the first Tuesday in April, 2021 within the legal hours of sale at the usual place for conducting Sheriff's sales in Gwinnett County before the Courthouse door, and offered said property for sale at public outcry to the highest bidder for cash when and where the aforesaid Party of the Second Part bid One Hundred Four Thousand One Hundred Sixty and 95/100 (\$104,160.95); and

WHEREAS, the said property was knocked Off to the Party of the Second Part for the above sum of money in cash.

NOW THEREFORE, in consideration of the premises and said sum of money and by virtue of and in the exercise of the power of sale contained in the Security Deed, the Party of the First Part bargained, sold, granted and conveyed, and by these presents does hereby bargain, sell, grant and convey to the Party of the Second Part, said Party's representatives, heirs, successors and assigns, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 3 OF THE 5TH DISTRICT, GWINNETT COUNTY, GEORGIA, BEING LOT 15, BLOCK A, TRADD COURT SUBDIVISION, UNIT ONE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 55, PAGE 201, GWINNETT COUNTY RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE THERETO.

TOGETHER WITH all and singular the rights, members and appurtenances thereto appertaining; also all the estate, right, title, interest, claim or demand or the Party of the First Part, or said Party's representatives, heirs, successors and assigns, legal, equitable, or otherwise, whatsoever, in and to the same.

THIS CONVEYANCE IS SUBJECT TO any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed.

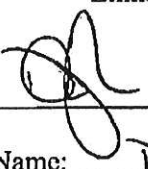
TO HAVE AND TO HOLD the said property and every part hereof unto the said Party of the Second Part, and said Party's representatives, heirs, successors and assigns, to said Party's own proper use, benefit and behoof in FEE SIMPLE, in as full and ample a manner as the said Party of the First Part or said Party's representatives, heirs, successors and assigns, did



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hold and enjoy the same.

IN WITNESS WHEREOF, Lender as Agent and Attorney in Fact for Borrower has hereunto affixed Lender's hand and seal as of the day and year first above written.

Park Tree Investments 20, LLC  
as Attorney in Fact for  
Emmanuel O. Ohai and Luminate OhaiBy:  \_\_\_\_\_Print Name: DEAN ENGLETitle: MANAGERAttest:  \_\_\_\_\_Print Name: Brenda Duyan

Title: \_\_\_\_\_

(CORPORATE SEAL)

Signed, sealed and delivered in the presence of:

Brenda Duyan  
Witness

On this 13<sup>th</sup> day of April, A.D., 2021, before me, a Notary Public in and for said county, personally appeared Dean Engle, who signed the above referenced instrument in my presence, and to me personally known, who being by me duly sworn (or affirmed) did say that that person is MANAGER (title) of said Park Tree Investments 20, LLC, by authority of its board of directors and the said MANAGER acknowledged the execution of said instrument to be the voluntary act and deed of said (corporation or association) by it voluntarily.

 \_\_\_\_\_  
Notary Public

(Notary Seal)



My commission expires:

NOV. 17, 2022